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4-1-1980

# Pierce County retail grocers and United Food and Commercial Workers, AFL-CIO, Local 367 (1980)

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# Pierce County retail grocers and United Food and Commercial Workers, AFL-CIO, Local 367 (1980)

**Location**

Pierce Co., WA

**Effective Date**

4-1-1980

**Expiration Date**

4-3-1983

**Number of Workers**

Unknown

**Employer**

Retail Meat Markets

**Union**

United Food and Commercial Workers

**Union Local**

367

**NAICS**

44

**Sector**

P

**Item ID**

6178-008b172f017\_06

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

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PIERCE COUNTY GROCERY

WAGE AND WORKING AGREEMENT

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RETAIL CLERKS UNION LOCAL NO. 367  
3901 SOUTH FIFE - ROOM 201  
P.O. BOX 11167  
TACOMA, WASHINGTON 98411

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4/1980 - 1983



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# AGREEMENT

By and Between

\_\_\_\_\_  
and  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 367  
Chartered By  
UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO-CLC

This Agreement is entered into by and between \_\_\_\_\_  
referred to hereinafter as the "EMPLOYER" and the United Food and Commercial  
Workers Union Local No. 367 chartered by the United Food and Commercial Workers  
International Union, AFL-CIO-CLC, referred to hereinafter as the "UNION".

It is the intent and purpose of the Employer and the Union to promote and improve  
labor management relations between them and to set forth herein the basic terms  
of agreement covering wages, hours, and conditions of employment to be observed  
by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto,  
and in consideration of their mutual desire in promoting the efficient conduct of  
business and in providing for the orderly settlement of disputes between them,  
the parties to this Agreement agree as follows:

## ARTICLE 1

### Recognition and Bargaining Unit

1.1 \_\_\_\_\_ hereby recognizes the United Food and  
Commercial Workers Union Local No. 367 as the sole and exclusive collective bargain-  
ing agency for a unit consisting of all employees employed in the Employer's present  
and future grocery stores, including concessions under the direct control of the  
Employer party to this Agreement, located in Pierce County, State of Washington,  
with respect to rates of pay, hours, and other conditions of employment except and  
excluding employees whose work is performed within a meat, culinary, prescription  
or bakery department location of the retail establishment, supervisory employees  
within the meaning of the LABOR MANAGEMENT RELATIONS ACT of 1947 as amended. Subject  
to the preceding exclusions and the terms of Section 15.1 of Article 15, all work  
of handling and selling of merchandise in such retail stores covered by this Agree-  
ment shall be performed only by employees of the Employer within the unit referred  
to above for which the United Food and Commercial Workers Union Local No. 367 is  
recognized as the sole collective bargaining agency by the Employer.

## ARTICLE 2

### Union Security

2.1 Pursuant to and in conformance with Section 8(a)3 of the LABOR MANAGEMENT  
RELATIONS ACT of 1947 as amended, it shall be a condition of employment that all  
employees covered by this Agreement who are members of the Union in good standing  
on the effective date of this Agreement shall remain members in good standing, and  
those who are not members on the effective date of this Agreement, shall, on the  
thirtieth (30th) day following the effective date of this Agreement, become and

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remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.1.1 The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.

2.2 The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirements of Article 2 of the Agreement prior to the end of his next regular shift, his employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the discharge of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.3 The Employer agrees to furnish the Union with a monthly list of employees hired and/or terminated, or in lieu of such a list to deliver to each employee a notice outlining the provisions of the foregoing paragraph of this Article 2. If the Employer chooses to furnish a list of employees, each month, such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, home address and telephone number and date of employment or termination. If the Employer chooses to deliver to each employee a notice as referred to above, he shall be furnished a supply of such notices by the Union and postage prepaid envelopes. The original of any such notice shall be delivered to the Union and the first copy to the employee not later than thirty (30) days following the date of employment.

2.4 No employee shall be disciplined or discharged except for just cause. The Employer shall be the judge of the competency and qualifications of his employees and shall make such judgment fairly. The Employer's judgment is subject to review by an Arbitrator.

2.4.1 There exists one (1) 60-Calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 17 of this Agreement.

2.5 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union Committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.6 The Employer agrees that it will not require any employee or prospective employee to take a Polygraph (lie detector) test as a condition of employment or continued employment.

ARTICLE 3  
Seniority and Available Hours

3.1 Attainment of Seniority:

3.1.1 All employees shall attain seniority after ninety (90) calendar days with the Employer.

3.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

3.2 Application of Seniority:

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, 3.3 and 3.4 and shall apply to the extent provided for in this Article.

3.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Union Local #1105, United Food and Commercial Workers Union Local #367, United Food and Commercial Workers Union Local #381, and Teamsters Union Local #38.

3.3 Layoff:

3.3.1 Where, on an individual store basis, there is a reduction in the number of employees holding seniority within such store, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee so reduced may displace the most junior employee of the Employer in the same classification, i.e., clerks, helper clerks, and courtesy clerks, within the geographic jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid-off at the time of the closure.

3.4 Rehire: \*

3.4.1 Where there is an increase in the number of employees within a job classification, the last employee laid off by the Employer, within the geographic jurisdiction covered by this Agreement, will be the first employee re-hired, provided qualifications and ability are equal. In the cases where two or more employees are laid-off on the same day, the senior employee shall be the first re-hired, provided qualifications and ability are equal.

3.4.2 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 3.4.1 shall be notified in writing to report to work.

3.5 Loss of Seniority:

3.5.1 Except as otherwise provided for in Article 4 - LEAVE OF ABSENCE, seniority shall be broken and the employees' service shall be terminated for the following reasons:

3.5.2 Voluntary quit;

3.5.3 Discharge in accordance with Section 2.4;

3.5.4 Absence caused by a layoff in excess of ninety (90) consecutive calendar days;

3.5.5 Absence caused by an illness or non-occupational accident of more than one hundred twenty (120) consecutive days;

3.5.6 Absence caused by an occupational accident of more than eighteen (18) consecutive months unless a longer period is agreed upon between the Employer and the Union.

3.5.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in Section 3.4.2 mailed to employee's last known address; and,

3.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 4.

3.6 Reduction of Hours:

3.6.1 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

3.7 Available Hours:

3.7.1 The Employer may arrange weekly work schedules to accommodate the need of the business, and senior employees shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided qualifications and ability are equal; the senior employee is available to perform the work; and the employee has notified management in writing of his or her desire for



additional hours of work. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or pay for time not worked. It shall be an obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

3.8 Definitions:

3.8.1 "Provided Qualifications and Ability are Equal" - It is understood and agreed that the term "provided qualifications and ability are equal" shall mean that if two (2) employees have the same qualifications and abilities, the senior employee has priority.

3.9 Liability:

3.9.1 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to the extent of time lost commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim in accordance with Article 17 provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 5.9 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

ARTICLE 4  
Leave of Absence

4.1 Employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bonafide reasons:

4.1.1 Bonafide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days;

4.1.2 Pregnancy; and

4.1.3 Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

4.1.4 A Doctor's certificate verifying the absence must be furnished if requested by the Employer.

4.2 Leaves for personal reasons may be granted at the sole discretion of the Employer to regular employees regardless of length of service.

4.3 Any request for a leave of absence under the terms of Sections 4.1 and 4.2 shall be in writing and state the following information:

4.3.1 Reason for such request-

4.3.2 Date leave is to begin; and,

4.3.3 Date of return to work.

4.4 Any leave of absence with the exception of Section 4.1.3 and 4.5 may run to a maximum of six (6) months.

4.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

4.6 The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence.

4.6.1 A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.

4.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

4.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one hour out for lunch each day) shall constitute the basic straight-time work week.

5.2 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week.

5.3 All hours worked in excess of eight (8) hours per day and forty (40) hours per week and before 6:00 A.M. or after 9:00 P.M. when the store is open for business shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ). Where six (6) days, Monday through Saturday are worked in any one week, time and one-half ( $1\frac{1}{2}$ ) shall be paid for work on the day the least number of hours are worked.

5.4 A minimum of ten (10) hours shall be required between straight-time shifts. Otherwise, the premium of time and one-half will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

5.5 Premium Work: Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

- 5.5.1 Sunday Premium - All employees shall receive time and one-half ( $1\frac{1}{2}$ ) the straight-time hourly rate for all hours worked on Sunday. The employee in charge of the store shall be paid fifty cents (50¢) per hour in addition to the applicable rate while in charge.
- 5.5.2 Any employee in charge of the store during the absence of the manager for a period of three (3) or more hours in a day shall be compensated in the amount of fifty cents (50¢) per hour additional while in charge. This to be in addition to any compensation including any overtime and/or premium applicable.
- 5.5.3 Holiday - Time worked on any holiday specified in this Agreement shall be paid for at time and one-half ( $1\frac{1}{2}$ ) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article 7. This clause does not apply to the employee's birthday.
- 5.5.3 (a) Employees required to work after 6:00 P.M. on New Year's Eve or Christmas Eve shall be entitled to time and one-half ( $1\frac{1}{2}$ ) for all hours worked after 6:00 P.M. on such days.
- 5.5.4 6:00 P.M. to 9:00 P.M. - The employee's regular rate of pay plus twenty cents (20¢) per hour. Schedules may be set for those employees designated to complete their shift at fifteen (15) minutes after 9:00 P.M. to facilitate closing the store, without the application of the premium set forth in Section 5.5.5.
- 5.5.5 9:00 P.M. to 6:00 A.M. - The employee's regular rate of pay plus forty-five cents (45¢) per hour. Night stocking employees shall receive such premium (45¢ per hour) for their entire shift if their scheduled shift begins at 9:00 P.M. or after or on or before 4:00 A.M.

5.6 Rest Periods: There shall be a rest period of at least ten (10) minutes in every continuous four (4) hour period of employment. In the event that the one shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one rest period, fifteen (15) minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto. No employee shall be required to work more than three (3) hours without a rest period.

5.7 Store Meetings: Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing overtime in accordance with Article 5.3 of the Agreement. Article 5.4, 5.10, and 6.4 shall not apply to this provision.

- 5.7.1 Employees required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour call in for such meetings.

5.3 Wage Statements: The Employer agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

5.9 Work Schedules - The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post a work schedule not later than 6:00 P.M. on Friday preceding the start of the work week. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by forty-eight (48) hour notice to the employee; or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

- 5.9.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.
- 5.9.2 If scheduled employees are required to work more than one-half ( $\frac{1}{2}$ ) hour in excess of the posted schedule for that day, such employee shall be entitled to receive a thirty-five cent (35¢) per hour premium for all hours worked in excess of the posted schedule.
- 5.9.2 (a) This provision shall not apply if the additional scheduled hours were changed in accordance with the terms of Section 5.9.
- 5.9.2 (b) In the event the employee works more than eight (8) hours, the highest applicable premium shall apply and there shall be no compounding of premium and/or overtime pay.
- 5.9.2 (c) This provision shall not apply to Courtesy and Helper Clerks.
- 5.9.3 An Employer will utilize qualified employees from other classifications within a store, when available, to relieve checkers for lunch periods.

5.10 The Employer shall not schedule any employee for a split shift.

#### ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

6.1 The classifications and hourly rates of pay shall be set forth in Appendix "A", attached hereto and by this reference made a part hereof.

6.2 For the purpose of computing months of experience and determining length of service wage adjustments under Section 6.1 of this Article 6 - one hundred seventy-three and one-third ( $173\frac{1}{3}$ ) compensable hours of employment with the current Employer shall be counted as one (1) month's experience provided, that no employee shall be credited for more than one hundred seventy-three and one-third ( $173\frac{1}{3}$ ) hours of experience in any one calendar month. All wage adjustments required by the application of this Section shall be effective on the closest Sunday.

6.2.1 The Apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a Journeyman, such an employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

6.2.2 Employees who receive a certificate from a vocational school in cash register operations shall be credited with all classroom hours. This paragraph applies to employees hired after the acceptance of this Agreement.

6.3 Where an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply if the comparable past experience has been within two (2) years previous to employment. Past experience must be claimed by an employee on his or her employment application in order to claim wage adjustments for incorrect payment by the Employer. Applicable past experience is defined as comparable work performed in the retail grocery industry.

6.3.1 Comparable past experience for employees who were formerly Journey persons shall be applied as follows:

Those employees who have not worked for the past:

0 - 2 years shall be considered Journey persons

2 - 3 years shall be considered Sr. Apprentice

3 - 4 years shall be considered Jr. Apprentice

Over 4 years shall be considered Beginner Clerk

6.3.2 This shall not preclude an Employer from hiring or paying employees at a scale in excess of the aforementioned brackets.

6.4 All employees, except those in the classification Courtesy Clerk and Helper Clerks and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty.

6.4.1 Helper Clerk, when scheduled, shall be guaranteed a minimum of two (2) hours work, or equivalent compensation, Monday through Friday and four (4) hours work, or equivalent compensation, on Saturdays, Sundays and Holidays.

6.5 Employees who are employed in any of the classifications covered by this Agreement and who are temporarily assigned to the work of Relief Manager, shall be compensated for straight-time hours while so temporarily assigned at the Senior Journeyman's rate and overtime shall be paid at the rate of time and one-half (1½) the Senior Journeyman's rate.

6.6 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement, shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

6.7 It is understood and agreed that retail clerks employed in any separate department or departments that may be established within a particular store operation, whether by concession or under the direct control of an Employer party to the Grocery Agreement, shall be or become members of Local No. 367 in accordance with Article 2 and shall be compensated in accordance with wage rates and working conditions specified in the Labor Agreement of Local No. 367 for this area covering variety, textile, drug, or whatever other separate type of department may be involved.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation.

7.2 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Section 7.3. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays specified in Section 7.1 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

7.3 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in Section 7.1 and 7.2 of this Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

7.3.1 Hours normally worked per week shall mean the employee's average weekly hours for the last eight (8) weeks of work prior to the holiday (week) or date of hire, whichever is applicable.

7.3.2 The requirement to work some time during the Holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.

Hours Normally Worked  
Per Week

12 to 24  
24 to 32  
32 or more

Hours of  
Holiday Pay

4  
6  
8

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125

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid time and one-half ( $1\frac{1}{2}$ ) in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. Employees who do not qualify for holidays pursuant to Section 7.3 of this Article shall receive time and one-half ( $1\frac{1}{2}$ ) for work performed on such holidays, provided this shall not apply to the employee's birthday.

7.5 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

#### ARTICLE 8 - VACATION

8.1 Vacations with pay shall be given employees on the plan of one (1) week after one (1) year's service, two (2) weeks after two (2) years' service, three (3) weeks after five (5) years' service, and four (4) weeks after twelve (12) years' service.

8.2 After two (2) years' continuous service, employees shall receive vacation at their regular weekly rate for their regularly scheduled shift, providing they have worked such shift for at least the preceding ninety (90) days.

8.3 If, after one (1) or more years' service, the employee's services are terminated, he shall be paid for vacation time earned on a pro-rated basis of one (1) day for each five (5) weeks worked; after five (5) years, one and one-half ( $1\frac{1}{2}$ ) days for each five (5) weeks worked; and after twelve (12) years' service, two (2) days for each five (5) weeks worked for which vacation time has not been paid for or awarded, except in case of discharge for dishonesty or drunkenness or in the case of quitting without notifying the Employer at the time he leaves the store.

8.4 Regular part-time employees working an average of fifteen (15) hours or more per week during the preceding year shall qualify for the above vacation benefits on the pro-rata basis of average time worked per week.

8.5 When a holiday falls within an employee's vacation, his vacation shall be extended by one (1) day or he shall receive an extra day's pay in lieu thereof.

8.6 The vacation period shall be considered to be the months of June, July and August. By mutual agreement, vacations may be taken at some time other than the regular vacation period.

8.7 All vacations shall be scheduled by seniority and all weeks of vacation may be taken separately or consecutively at the sole discretion of the employee.

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8.8 The Employer agrees to pay earned vacation pay prior to vacation if requested by the employee on a timely basis.

8.9 In case of transfer of ownership of a store, the employee's vacation credits shall not be interrupted.

#### ARTICLE 9 - SICK LEAVE

9.1 Employees, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or Injury-off-the-job.

9.2 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked, including vacation and holiday hours, by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 - 1679	24
1680 - 2079	32
2080 or more	40

9.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided (1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week.

9.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours. Sick leave pay must be earned by employment with one Employer.

9.5 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

9.6 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

9.7 Sick leave benefits shall apply only to bona fide cases of illness and injury-off-the-job and shall not apply to on-the-job accidents which are covered by Article 13 of this Agreement.



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63ARTICLE 10 - FUNERAL LEAVE

10.1 Employees of less than six (6) months of employment will be allowed time off without pay to attend funerals for the immediate family as defined below. After six (6) months of employment, employees who are regularly employed twenty (20) hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work, provided the employee attends the funeral. Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Funeral leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, step-children, or relatives residing with the employee.

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1ARTICLE 11 - JURY DUTY

11.1 After their first (1st) year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a District Court Superior Court or Federal District Court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week and one hundred twenty (120) hours within any calendar year; provided however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ( $\frac{1}{2}$ ) of his normal work day. Employees who have served a full day as a juror, and who are scheduled to commence work after 9:00 P.M. shall not be required to report to work that day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. Employees may receive compensation on one (1) panel per year.

11.1.1 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours, shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this Section.

11.1.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

ARTICLE 12 - HEALTH AND WELFARE/DENTAL

12.1 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Welfare Trust, dated May 3, 1976, and as may be subsequently amended. Further, each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

12.2 The Employer party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Retail Clerks Welfare Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate "Health and Welfare Agreement" between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended.

12.3 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Retail Clerks Welfare Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated May 3, 1976, and as may be subsequently amended.

12.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

12.4.1 Notwithstanding the foregoing Section, the Board of Trustees of the Retail Clerks Welfare Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

12.5 The undersigned Employer acknowledges receipt of a copy of the separate "Health & Welfare Agreement" between Allied Employers, Inc., and the various local unions, dated April 1, 1977, as amended on July 14, 1980, mentioned in Article 12.2 of this Agreement, and agrees to be bound by the terms thereof during the life of this Agreement.

ARTICLE 13 - STATE INDUSTRIAL INSURANCE

13.1 All employees shall be covered under Washington State Workmen's Industrial Accident Compensation or guaranteed equal coverage.

ARTICLE 14 - RETIREMENT PROGRAM

14.1 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Pension Trust Fund dated January 13, 1966, and as subsequently amended. Further, each Employer accepts as his representative for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

14.2 Beginning April 1, 1980, based on March, 1980, hours, the Employers shall pay forty cents (40¢) per compensable hour (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Retail Clerks Pension Trust on account of each member of the bargaining unit. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

14.3 Beginning January 1, 1982, based on December, 1981, hours, said contribution rate shall be increased by five cents (5¢) making the total contribution forty-five cents (45¢) per compensable hour (maximum of one hundred and seventy-three (173) hours per calendar month per employee).

14.4 Beginning January 1, 1983, based on December, 1982, hours, said contribution rate shall be increased by ten cents (10¢) making the total contribution rate fifty-five cents (55¢) per compensable hour (maximum of one hundred and seventy-three (173) hours per calendar month per employee).

14.5 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

14.6 The contribution referred to in Section 14.2, 14.3, and 14.4 shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month.

14.6.1 The Board of Trustees of the Retail Clerks Pension Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

14.7 The provisions of Section 17.3 of Article 17 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

ARTICLE 15 - GENERAL CONDITIONS

15.1 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

15.2 All gowns, aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of dripdry materials, the Employer shall pay for laundering of same.

15.3 In the event any employee covered by this Agreement shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided, application for re-employment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

15.4 It is the desire of both the Employer and the Union to avoid, wherever possible, the loss of working time by employees covered by this Agreement. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

15.5 The Union may issue a Union Store Card and/or Window decals to the Employer. Such Union Store Cards and decals are and shall remain the property of the United Food & Commercial Workers International Union, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement.

15.5.1 The Employer shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

15.6 The Employer shall furnish to the Union, on written request, a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12) month period.

15.7 If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the rate of fourteen cents (14¢) per mile, if the employee provides the vehicle to be used.

15.8 Where the masculine or feminine gender has been used in any job classification or in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provision.

15.9 Any employee who is scheduled to work on Sunday as part of a five (5) day work schedule shall, at the employee's request, have two (2) consecutive days off during the work week.

#### ARTICLE 16 - NON-DISCRIMINATION

16.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION IN EMPLOYMENT ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin or age.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must within seven (7) days thereafter refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the Arbitrator. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The cost of the Arbitrator shall be borne equally by both parties. The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties.

17.2 During the process of making adjustments under the rule and procedures set forth in Section 17.1 above, no strike or lockout shall occur.

17.3 Except as provided in 17.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by the Employer.

17.3.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the grievance was filed in writing.

17.3.2 Where there is an automatic wage bracket adjustment (failure to progress the employee in classification in accordance with the hours worked formula of Appendix "A") due under the terms of Appendix "A", the period of adjustment shall be one (1) year from the date the grievance was filed in writing. This provision shall not apply to Helper and Courtesy Clerk claims.

17.4 It is understood that any of the foregoing time limits may be waived by mutual agreement, if the time limits are not mutually waived, failure to comply constitutes waiver.

17.5 The Employer and the Union shall make available to the other, pertinent data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by Local #367.

ARTICLE 19 - TECHNOLOGICAL CHANGES

19.1 Notwithstanding the above, it is agreed that should the Employer intend to institute electronic check-out systems which result in the removal of price-marking from the stores which would have direct, material impact on employment covered by this Agreement, the Employer shall give to the affected Union or Unions at least sixty (60) days written advance notice by certified or registered mail setting forth the nature of such intended changes and/or methods of operations.

19.2 Upon written request by the Union, negotiations shall commence with respect to the following subjects: rates of pay for new jobs which might be created; transfer to comparable work, within or outside the bargaining unit, or the disposition of displaced employees resulting from the institution of such new methods.

19.3 In the event the parties do not reach agreement within such period, then all unresolved issues as set forth above shall be submitted to final and binding arbitration. It is not the intent of the parties that such negotiations or arbitrations will in any way jeopardize the efficiencies and increased productivity to be gained by the installation of such systems.

19.4 The parties further agree that the Arbitrator's decision shall be final and binding, and that there will be no strikes, work stoppages, lockout, or economic action of any sort or form employed by either party in connection with, or arising out of, any dispute concerning or related in any way to the operation of this Section.

19.5 It is agreed and expected that the parties will exert every effort to accomplish the foregoing within the sixty (60) day allotted period, but failing to do so, shall not prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems, or equipment upon the expiration of the allotted sixty (60) day time period, unless such period is extended by mutual written agreement. The decision of the Arbitrator or the parties shall be effective on or retroactive to the date such new methods are installed. The cost of the impartial Arbitrator shall be borne equally by the parties.

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ARTICLE 20 - SEPARABILITY OF SAVINGS

20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

20.2 The parties hereto agree that substitute provisions conforming to such judgement and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

ARTICLE 21 - NO FREE TIME

21.1 The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that there shall be no "free or time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

ARTICLE 22 - SUCCESSIONSHIP

22.1 In the event that the Employer sells or leases all or part of this business to another party, he shall require, as a condition of such purchase agreement, lease or other contract, that the other party be bound by the terms and provisions of this Agreement.

22.2 The Employer shall give the Union written notice of any sale, lease or other contract as described in the foregoing paragraph, including the name and address of the other party, ten (10) days before any such transaction is consummated and shall make available to the Union, upon request, a copy of the appropriate documents or instruments governing the transaction.

22.3 In the event the Employer fails to require the other party to bind himself to this Agreement as a condition of any sale, lease or other contract, as set forth above, the Employer shall remain liable for the observance of all of the terms and provisions of this Agreement. By entering into this Agreement the Union does not waive its right to take any other legal or economic action against the buyer or lessee.

22.4 Any new establishment or place of business opened within the Union's jurisdiction shall be considered an accretion to the existing bargaining unit and shall be controlled subject to the terms and conditions of this Agreement. All employees shall be offered employment in the new establishment without loss of seniority or benefits before new employees are hired.

ARTICLE 23 - DURATION OF AGREEMENT

23.1 This Agreement shall be in full force and effect from and after April 1, 1980, until April 3, 1983, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

23.2 If during the second year of this Agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days notice in writing either party may reopen this Agreement.

IN WITNESS WHEREOF, we attach our signatures this \_\_\_\_\_ day of \_\_\_\_\_.

U.F.C.W. UNION LOCAL NO. 367

By \_\_\_\_\_



## COURTESY CLERKS - HELPER CLERKS

1. There shall be two (2) separate classifications; Courtesy Clerk and Helper Clerk whose hourly rates shall be as outlined in Appendix "A". At the time of hiring the Employer shall notify the Union and the employee of each respective clerk's classification.

- a. Courtesy Clerks shall be part-time employees under 19 years of age, who work twenty-four (24) hours or less per week.

### 2. Duties: Courtesy Clerk

An employee who may perform only the following duties:

- a. Bag or box the merchandise after it has been checked out and take it to the customer's vehicle.
- b. Clean up in and around the store so long as the clean-up does not result in the handling of any merchandise.
- c. Collect and line up shopping carts and return them to the store from the parking lot.
- d. Stock the bags in the check stand.
- e. Collect bottles, take them to the designated area and sort them.
- f. Change the reader board.

### 3. Duties: Helper Clerk

An employee who may perform all of the duties in the store except checking.

### 4. Progression - Helper Clerk

At such time as an employee is classified as a "Helper Clerk", such employee shall not again be classified, or paid, as a Courtesy Clerk. Any employee classified as a Helper Clerk, who performs any checking shall automatically be advanced to Beginner Clerk and shall not thereafter be reduced to Helper Clerk. If a Helper Clerk is promoted to Apprentice Grocery Clerk by the Employer, the employee shall be credited with one-half ( $\frac{1}{2}$ ) of all hours worked for the same Employer up to a maximum of 1040 hours. Upon advancement to the appropriate apprentice clerk classification, such employee shall be credited for all hours previously compensated for as an apprentice, with the current Employer or in accordance with Article 6.3 of this Agreement.

### 5. Daily Guarantee:

Helper Clerk, when scheduled, shall be guaranteed a minimum of two (2) hours work, or equivalent compensation, Monday through Friday, and four (4) hours work, or equivalent compensation, on Saturdays, Sundays, and Holidays.

### 6. Schedules:

The classification of each Courtesy Clerk and/or Helper Clerk shall be shown on the weekly work schedule. No Courtesy Clerk and/or Helper Clerk shall be

scheduled or worked between 11:00 p.m. and 6:00 a.m. The total hours scheduled or worked by the "Helper Clerk" classification of employment shall not exceed twelve per cent (12%) of the total hours scheduled or worked by all bargaining unit employees. Courtesy Clerks shall not work in excess of twenty-four (24) hours per week.

7. Violations and Penalties: Courtesy Clerks

- a. Courtesy Clerks performing assigned duties other than those specified in paragraph 2. a-f.
- b. No assigned work over twenty-four (24) hours per week.
- c. No assigned work between the hours of 11:00 p.m. to 6:00 a.m.

Penalties:

- a. On the first and subsequent violation, the Courtesy Clerk shall be compensated at the "Helper Clerk" rate of pay for all hours worked by the employee for that week.
- b. Such employee shall be compensated for all hours worked during that week at the "Beginner Clerk" rate of pay.
- c. Such employee shall be compensated for all hours worked during that week at the "Beginner Clerk" rate of pay.

Helper Clerk:

Violations:

- a. No assigned checking.
- b. No assigned work between 11:00 p.m. to 6:00 a.m.
- c. The total hours scheduled or worked by Helper Clerk shall not exceed twelve percent (12%) of the total hours scheduled or worked by all bargaining unit employees.

Penalties:

- a. Automatically advanced to Beginner Clerk and shall not thereafter be reduced to a Helper Clerk.
- b. Such employee shall be compensated for all hours worked during that week at the "Beginner Clerks" rate of pay.
- c. All Helper Clerks shall be compensated at the Beginner Clerk's rate for all hours during such week.

APPENDIX "A"  
WAGE CLASSIFICATIONS

	March 30, 1980	April 5, 1981	April 4, 1982
**Senior Journeyperson	\$8.94	\$9.49 *	\$10.04 *
Journeyperson (Over 1 year)	8.79	9.34 *	9.89 *
Senior Apprentice (1560 - 2080 hours)	7.65	8.13 *	8.61 *
Junior Apprentice (1040 - 1560 hours)	7.21	7.66 *	8.11 *
Apprentice Clerk (520 - 1040 hours)	6.68	7.10 *	7.52 *
Beginning Clerk (0 - 520 hours)	5.80	6.16 *	6.52 *
Helper Clerk	4.53	4.82 *	5.11 *
Courtesy Clerk	3.61	3.84 *	4.07 *

\*\*This classification of employee shall not be required in a store wherein less than a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this Agreement. When a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this Agreement, then one (1) of such employees shall be classified and compensated by the Employer as a Senior Journeyperson. For each additional two hundred (200) man hours worked in such week by the unit of employees covered by the Agreement, one (1) additional employee shall be classified and compensated as a Senior Journey-person. Senior Journeyperson shall be employees normally working full time. One employee of this classification shall be assigned to night work if night work is performed in the store.

\*The specified rate is the guaranteed rate which rate shall be increased by any "Cost-of-Living" increase as herein provided.

COST-OF-LIVING

Cost-of-Living adjustments shall be determined, as provided below, on the basis of the U.S. Consumer's Price Index for Urban Wage Earners and Clerical workers for all cities, as published by the Department of Labor (1967=100). No retro-active adjustments shall be made due to revisions in index figures for any pay period for which the allowance has been paid. The Cost-of-Living adjustment payable at any time shall be in addition to the wage rate payable under the terms of the Contract and no reduction shall, at any time, be made below said rate. In addition to the general wage rates set forth in the following Cost-of-Living formulas shall apply: The Employers guarantee a minimum of twenty cents (20¢) and maximum of thirty cents (30¢) per hour annual Cost-of-Living Increase during the second (2nd) and third (3rd) year of the Agreement.

1. Using the March, 1980 All Items - U.S. Consumer Price Index W (1967=100) as a base, adjust hourly rates of pay, effective April 5, 1981, by one cent (1¢) for each full .5 points that the March, 1981 Index exceeds 260.3.
2. Effective April 4, 1982, using the March, 1981 and March, 1982 Index, the same formula with appropriate adjustments shall apply.
3. All employees in classifications below that of Journeyman shall receive a Cost-of-Living adjustment on the dates provided in the following percentage of the Journeyman Cost-of-Living Increase rounded to the nearest penny: Senior Apprentice 87%; Junior Apprentice 82%; Apprentice Clerk 76%; Beginner Clerk 66%; Helper Clerk 52% and Courtesy Clerk 41%.

MEMORANDUM OF UNDERSTANDINGI. "MANUFACTURERS REPRESENTATIVES", "BOOK OR ADVANCE SALESMEN"

"Manufacturer's Representatives", and "Book or Advance Salesmen" will be allowed to perform only the following functions in retail food stores covered by this Agreement.

- 1) Take orders.
- 2) Check code dates and thereafter return said merchandise to the shelf in a neat and orderly manner. Remove outdated merchandise from the shelf.
- 3) Remove returnable merchandise from a central location in the storage area (back room) of the store.
- 4) Remove from shelves merchandise which has been determined by a manufacturer, processor, supplier or distributor to be contaminated and which thereby presents a health hazard or which has been ordered removed by a Federal, State or Municipal authority.
- 5) Construct, assemble or place mechanical, electric or electronic displays.
- 6) Build initial promotional displays at specifically designated locations, not to include normal shelf display, which may include merchandise for selection or pick-up by customers. If such displays require replenishment of merchandise because of customer pick-up, such merchandise replenishment shall be performed by employees covered by this Agreement.

This will not preclude the Employers from utilizing the services of Individuals not covered by this Agreement, including, but not limited to, "Book or Advance Salesmen", outside suppliers, employees, etc., to perform any necessary work in the store in conjunction with the opening of a new store, remodeling or extensive remerchandising of an existing store (or part thereof).

II. "DRIVER SALESMEN"

Driver-Salesmen may perform any work that is necessary to merchandise the merchandise that their Company supplies a store with, including but not limited to, ordering, stocking, pricing, rotating of such merchandise, building of displays, etc., at the time of their delivery of such merchandise.

Driver-Salesmen will not be permitted to make call-backs for the purpose of merchandising food merchandise that has been stored in the store.

The above understanding and clarifications will not alter in any respect the Industry's prevailing practices with respect to the merchandising of soft drink, beer and ale products.

U.F.C.W. UNION LOCAL NO. 367

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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